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829, 24 L. R. A. 412. That the power in question is not one coming within the above mentioned classification and that the City of Chicago therefore had no authority to pass such an ordinance, see *Chicago* v. *O'Brien,* 111 Ill. 532, 53 Am. Rep. 640. The Tennessee court substantiates its decision by saying that the ordinance comes within the police power of the municipality, and that it was not unreasonable. The case is weakened by the fact that the only two authorities cited by the court in support of its position, are not in point.

TELEGRAPHS AND TELEPHONES — DELAY IN DELIVERY OF MESSAGE — CONFLICT OF LAWS.—A message was received by the Western Union Telegraph Company in Alabama for transmission to a point in Texas. In an action brought in the latter state to recover damages for mental anguish resulting from failure to make prompt delivery, *Held,* when, a message is received by a telegraph company in one state, for transmission to a point in another state, the law of the former state controls as to the liability of the company for failure to promptly transmit and deliver the message. *Western Union Telegraph Co.* v. *Young* (1911), — Tex. Civ. App. —, 133 S. W. 512.

The principal case undoubtedly expresses the weight of authority. 7 AM. & ENG. ANN. CAS. 1065, although there is a direct conflict. Note: 63 L. R. A. 513, 532; 1 WHARTON, CONFLICT OF LAWS, 1082-1083. The Texas courts at one time adhered to the opposite doctrine, apparently taking the view that performance consisted solely of the delivery of the message, and they consequently applied the law of Texas, allowing a recovery for mental anguish, notwithstanding that the telegram was sent from Arkansas to a point in Texas. *W. U. Tel. Co.* v. *Blake,* 29 Tex. Civ. App. 224, 68 S. W. 526. But this view has since been repudiated as is seen by the principal case. Also see *W. U. Tel. Co.* v. *Sloss,* 45 Tex. Civ. App. 153, 100 S. W. 354. In accordance with the rule that the lex loci contractus governs are the following decisions: *Reed* v. *Western Tel. Co.,* 135 Mo. 661, 34 L. R. A. 492; *Shaw* v. *Postal Tel. Co.,* 79 Miss. 670, 56 L. R. A. 486; *Bryan* v. *W. U. Tel. Co.,* 133 N. C. 603, 45 S. E. 938. Recently decided cases also adopt this view. *W. U. Tel. Co.* v. *Griffin,* — Ark. —, 122 S. W. 489; *Heath* v. *Postal Tel. Co.,* — S. C. —, 69 S. E. 283. The difference of opinion with respect to the law which governs contracts of the kind under consideration is in a large measure attributable to a difference of views as to the place of performance of such contracts. The authorities adopting the view expressed in *W. U. Tel. Co.* v. *Blake,* supra, define the place of performance as the place of delivery. *W. U. Tel. Co.* v. *Lacer,* 29 Ky. Law Rep. 379, 5. L. R. A. (N. S.) 751; *North Packing & Provision Co.* v. *W. U. Tel. Co.,* 70 Ill. App. 275. Some of the courts draw distinctions between actions ex delicto and actions ex contracto, allowing a recovery in the former case and denying it in the latter. In accord with this view the courts of South Carolina have permitted a recovery for mental anguish, although the telegram was sent from a point in Virginia, the laws of which state denied the right to damages for mental anguish alone, to a point in South Carolina, the delay complained of having occurred in South Carolina; the decision being based on

the general principle that the liability for tort is governed by the law of the place where the tort occurred. *Harrison* v. *W. U. Tel. Co.*, 71 S. C. 386, 51 S. E. 119; *W. U. Tel. Co.* v. *Ford*, 77 Ark. 531, 92 S. W. 528; *Gray* v. *W. U. Tel. Co.*, 108 Tenn. 39, 64 S W. 1063. This line of reasoning is repudiated by other cases which hold that the action can only be maintained because the person injured is able to show the violation of some duty which the company owed to him, which duty arose out of the contract between the company and the sender of the message, and therefore the action is founded upon and limited by that contract, and must be governed by the lex loci contractus, although the action sounds in tort. *Stone* v. *Postal Tel. Co.*, — R. I. —, 76 Atl. 762.

TORTS—INTERFERENCE WITH ANOTHER'S RIGHT OF EMPLOYMENT.—In an action against defendant for interfering with plaintiff's right of employment, it appeared that plaintiff had been in defendant's employ as a teamster, but securing a better job, prepared to leave. Defendant protested and claimed that plaintiff was doing him an injury, and to get even with plaintiff notified his prospective employers that if they engaged plaintiff he would deprive them of his custom and trade. *Held*, that defendant was liable for his malicious intermeddling. *Jones* v. *Leslie* (1910), — Wash. —, 112 Pac. 81.

That the right of employment is property, and that to prevent one from contracting it or exchanging it for the necessities of life is an invasion of a private right, is the ground upon which this decision is based, and it is abundantly supported by the authorities. *Hanchett* v. *Chiatovich*, 101 Fed. 742, 41 C. C. A. 648; *London Guarantee & Accident Co.* v. *Horn*, 206 Ill. 493, 69 N. E. 526, 99 Am. St. Rep. 185; *Chipley* v. *Atkinson*, 23 Fla. 206, 1 South. 934, 11 Am. St. Rep. 367. If the loss of employment is the consequence of competition between laborers, then no action can be maintained by the losing party; but if an interloper seeks not employment for himself, but the mere discharge of another, such conduct is wanton, unjustifiable in law, and actionable if damage result. *Doremus* v. *Hennessy*, 176 Ill. 608, 52 N. E. 924, 43 L. R. A. 797. This is the rule even though the employment is for an indefinite term; the courts holding that the employee has a legal right to enjoy the undisturbed continuance of the relation until it is terminated by the employer, acting at his own instance, and not through the wanton instigation of a stranger. *Moran* v. *Dunphy*, 177 Mass. 485, 52 L. R. A. 115; *Salter* v. *Howard*, 43 Ga. 601. An exception is sometimes made where the contending parties are union and non-union workmen, upon the ground that it is legitimate trade competition for members of one of these classes to secure the discharge of members of the other; *Allen* v. *Flood* [1898] App. Cas. 1; *Macauley Brothers* v. *Tierney*, 19 R. I. 255, 25 L. R. A. 455; but this exception would seem to be unwarranted unless the attempt to drive the members of one class from their situations comes from the desire on the part of the others to secure such situations themselves. The question of the rights of employer and employee to a free labor market is fully discussed and numerous authorities cited in *L. D. Willcutt & Sons Co.* v. *Driscoll*, 200 Mass. 110, 85 N. E. 897.